

Aaron's, Inc. states that it has not installed and agrees that, it will not install devices, hardware and/or software on Aaron's, Inc.'s purchased, leased, rented or rent-to-own Computers, including any device and/or software such as PC Rental Agent, that would enable Aaron's Inc. to engage in the Alleged Conduct.

3. Consistent with the Federal Rules of Civil Procedure, Aaron's, Inc. shall preserve all evidence that may be relevant to this action, including documents, data and tangible things in its possession, custody, or control, including materials reasonably anticipated to be subject to discovery in this action.

4. The parties acknowledge and agree that a protocol is required regarding the preservation of relevant data that may exist on Computers that may be returned to Aaron's, Inc.'s stores. Aaron's Inc. advises it has worked with a third-party consultant and that Aaron's, Inc. has developed and implemented such a protocol. Aaron's, Inc. agrees to provide Plaintiffs with the details of the protocol developed by Aarons, Inc., including the computer query applied to determine whether the PC Rental Agent software has been installed on any such Computers. Plaintiffs have not yet approved or passed judgment on the protocol developed by Aaron's Inc. and reserve all rights with respect to any such protocol. Plaintiffs have specific concerns about Aaron's, Inc.'s protocol and therefore counsel for Plaintiffs and Aaron's Inc. will meet and confer about the protocol in a good faith attempt to address any such concerns. If that meet and confer process is ultimately unsuccessful, then Plaintiffs reserve the right to raise any issues with the Court as appropriate.

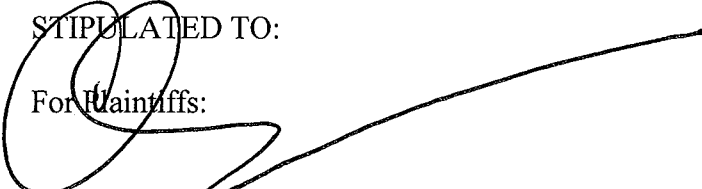
5. Aaron's, Inc., including its officers and employees, states that it has not engaged in the Alleged Conduct and consents and agrees that it will not engage in the Alleged Conduct.

6. By entering into this Stipulation Aaron's, Inc. does not waive, but instead expressly preserves, any arguments with respect to the scope of permissible discovery under the Federal Rules of Civil Procedure.

SO ORDERED this ____ day of May, 2011.

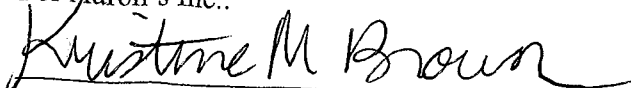
STIPULATED TO:

For Plaintiffs:



Christopher V. Tisi, Esq.
Herman Gerel, LLP
2000 L Street, NW, Suite 400
Washington, DC 20036
Telephone: 202-783-6400
Facsimile: 202-416-6392
Email: cvtisi@aol.com

For Aaron's Inc.:



Richard A. Lanzillo, Esq.

PA ID #: 53811

Neal R. Devlin, Esq.

PA ID#: 89223

120 West Tenth Street

Erie, PA 16501-1461

Telephone: (814) 459-2800

Fax: (814) 453-4530

Email: rlanzill@kmgslaw.com

Kristine McAlister Brown

(admitted pro hac vice)

William H. Jordan

(admitted pro hac vice)

ALSTON & BIRD LLP

1201 West Peachtree Street

Atlanta, Georgia 30309-3424

Telephone: (404) 881-7000

Facsimile: (404) 881-7777

E-mail: kristy.brown@alston.com

bill.jordan@alston.com

Attorneys for Defendant
Aaron's, Inc.